

Mercer Quarterly Court.

3.. Defendants further answering and by way of counter-claim against the Plaintiff, say that he is hopelessly insolvent; that during the years 1914-1915 C. L. Sims Plaintiff

1914, 1915, 1916, and 1917 the defendant A. A. Woods furnished to the plaintiff a team of horses and wagon and horse or horses at other times, once or twice per week during said time the more exact date thereof defendants are unable to give all of which was furnished at the special instance and request of the plaintiff, and which was and is reasonably worth the sum of A. A. Woods Ex'rs. Defendants.

1... Defendants for answer herein deny that on the 24th day of July 1915 or ever or at all, the decedent A. A. Woods executed or delivered his promissory note to the plaintiff, or that he promised or agreed 12 months thereafter or ever or at all, to pay plff \$69.00 or any sum or at all; deny that no part thereof has ever been paid; deny that A. A. Woods signed the note sued on and attached to the petition; deny that any one signed it for him or at his request or direction.

Defendants deny that the plaintiff during the years 1914 or 1915 did work or labor for the decedent A. A. Woods to the amount of \$34.75 or to any amount deny that he lent said Woods \$4.00 in money or any sum; deny that said Woods agreed or promised to pay for said work or labor or the prices charged deny that said work or labor was done at his special instance or request; deny that he borrowed said money from plff or agreed or promised to pay the same; deny that no part of said account for work and labor and borrowed money has ever been paid.

2.. As to the items "one stove flew \$5.00, and "made shutter for well .50" and "Building wire fence 20 rd \$500x \$5.00" and "bail and wire fence 40 rd panels \$4.00", and as to each of them the Plaintiff says that plff's cause of action, if any he has for same and each of them accrued and existed more than five years prior to the filing of this suit and they plead the Statutes of limitation in such cases made and provided in bar of his right to recover therefor.